to the occupation you held at the time the disability began.

After two years of LTD benefits, you will be considered "totally disabled" if you are unable to perform all of the material and substantial duties of your own occupation or any other occupation for which you are, or may reasonably become, qualified based on your education, training or experience.

Calculation of Pre-Disability Earnings

The level of disability benefits to which you are entitled under the plan is determined using the concept of BEC. As used in the plan, the terms BEC and "Pre-disability Earnings" have the same meaning.

The following terms are used in calculating BEC:

"Compensation" is defined as the sum of your:

- Base salary;
- Hourly wages;
- Seventy percent (70%) of "eligible functional incentive pay" (See "Appendix A" for a list of eligible functional incentive earnings codes);
- Before-tax contributions on your behalf, determined on a salary-reduction basis, to the Wachovia Savings Plan or the Wachovia Health and Welfare Benefits Program; and
- Before-tax contributions to a Transportation Spending Account.

Any element set forth above shall only be counted once in the definition of Compensation (i.e., double counting is prohibited).

Your Compensation *excludes*:

- Overtime and shift differential pay;
- Deferrals under a nonqualified plan deferred compensation plan;
- Severance pay;
- Wachovia's contributions to benefit plans; and
- All other forms of remuneration that are not expressly listed above as being included in the definition of Compensation.
- "Compensation" excludes any amounts paid to you in the form of back wages, unless it is otherwise to be specifically included either by court order, or the terms of a settlement.

For purposes of this definition, Compensation includes only amounts actually paid to you or amounts that should have been paid but for a payroll processing delay; it does not include earned but unpaid amounts.

"BEC" or "Pre-disability Earnings" means the greatest of the following amounts divided by 12 (i.e., the number of months in a calendar year):

- Your Grandfathered Annual Benefits Base Rate (ABBR);
- Your Comp Rate; or
- Your Rolling 12-Month Amount.

Your BEC or Pre-disability Earnings is determined as of the business day immediately preceding the date you incur a disability. Please note, however, that the Rolling 12-Month Amount is actually calculated once each month. Notwithstanding any other provision herein, your BEC or Pre-disability Earnings may not exceed 1/12 of the dollar limit in effect under Internal Revenue Code Section 505(b)(7). Other limits also may apply.

"Business Unit Default Amount" or "BUDA" means your Earnings (expressed in an annual

amount) as determined by your Business Unit when you have less than one Month of Participation. See the definition of "Rolling 12-Month Amount" on this page.

"Month of Participation" means any calendar month in which you are eligible to participate in either the Health and Welfare Benefits Program or the STD Plan of Wachovia.

"Earnings" is determined each month during which you have earned a Month of Participation. Your history of Earnings is then used in computing your Rolling 12-Month Amount. Your Earnings for a particular month are equal to the greatest of:

- Your Compensation for that month;
- 1/12 of your Grandfathered ABBR for that month; or
- 1/12 of your Comp Rate for that month.

"Grandfathered Annual Benefits Base Rate" or "Grandfathered ABBR" means the amount of earnings on which pay-related employee benefits were formerly calculated for certain grandfathered participants, as specified in the Frozen ABBR field of Wachovia's payroll records.

"Comp Rate" means:

- If you are paid a salary, your base salary as specified in the Comp Rate field of Wachovia's payroll records for you; or
- If you are paid an hourly wage, your "hourly wage" multiplied by your "scheduled number of hours," as such amounts are set forth in Wachovia's payroll records for you.

The "Rolling 12-Month Amount" is determined as of the last business day of each month if you are eligible to participate in the plan on such date. For example, if you become eligible for benefits during April, the Rolling 12-Month Amount is calculated for the 12 months ending March 31st.

12 Months of Participation. If you have 12 Months of Participation during the most recent 12 consecutive calendar months, your Rolling 12-Month Amount is the sum of your Earnings for such 12 consecutive calendar months.

Less than 12 but more than one Month of Participation. If you have less than 12 Months of Participation during the most recent 12 consecutive calendar months, but at least one Month of Participation during such 12-consecutive-month period, your Rolling 12-Month Amount is determined as follows:

- **Step 1:** Determine the number of Months of Participation earned by you during the most recent 12-consecutive-calendar-month period.
- **Step 2:** Compute the sum of your Earnings for each of the months identified in Step One above.
- **Step 3:** Determine the monthly average of your Earnings identified in Step 2 above.
- **Step 4:** Multiply the average Earnings determined in Step 3 above by the number of calendar months out of the most recent 12 consecutive calendar months for which you did **not** earn a Month of Participation (e.g., 12 months minus the number of months identified in Step 1 above).
- **Step 5:** Add the amount in Step 4 to the amount in Step 2. The resulting sum is your Rolling 12-Month Amount.

Special Rule for Calculating the Rolling 12-Month Amount for New Hires and Rehires

- This special rule applies to you if you were hired or rehired during the most recent 12 consecutive calendar months and have less

than one Month of Participation. The Rolling 12-Month Amount for you is your Comp Rate, if you have a Comp Rate, or your BUDA, if you do not have a Comp Rate. Therefore, your Earnings for your first Month of Participation following your date of hire or rehire shall be 1/12 of your Comp Rate, if you have a Comp Rate, or 1/12 of your BUDA, if you do not have a Comp Rate.

- This special rule applies to you if you had at least one Month of Participation during the most recent 12 consecutive calendar months. Your Earnings for the initial month is the greater of:

  — The Earnings calculated according to the Business Unit Default Amount (BUDA); or

  — 1/12 of your BUDA or 1/12 of your Comp Rate, whichever applies.

For Example:
Assume you received Earnings as follows:

October 2005	$4,000
November 2005	$4,000
December 2005	$4,000
January 2006	$4,000
February 2006	$4,000

You terminated employment in February 2006. You are then rehired on August 25, 2006, with a Comp Rate of $60,000 ($5,000/month). You would receive the following Earnings:

August 2006	$5,000*
September 2006	$5,000

*You actually received only five days of pay (because you were hired on August 25th). However, the entire $5,000 is counted.

Your Rolling 12-Month Amount is computed as follows:

- **Step 1:** You have seven Months of Participation in the most recent 12 consecutive months (October 2005 through February 2006 and August 2006 through September 2006).

- **Step 2:** Your aggregate Earnings during the seven-month period are $30,000 ($4,000 x five months plus $5,000 x two months).

- **Step 3:** The monthly average Earnings during this period is $4,285.72 ($30,000 divided by seven months).

- **Step 4:** You did not have Months of Participation during five of the most recent 12 consecutive months (March 2006 through July 2006). The product of $4,285.72 and five months is $21,428.60 ($4,285.72 x 5).

- **Step 5:** The sum of $30,000 (Step 2) and $21,428.60 (Step 4) is $51,428.60.

Accordingly, your Rolling 12-Month Amount is $51,428.60.

Transition Rule for Legacy SouthTrust Employees

During the fourth quarter of 2004, SouthTrust Corporation ("SouthTrust") merged into Wachovia. Following the merger and until December 31, 2004, the former SouthTrust employees who were employed by Wachovia after the merger ("Former SouthTrust Employees") remained participants in the long-term disability plan maintained by SouthTrust prior to the merger. Accordingly, prior to January 1, 2005, the Former SouthTrust Employees were not eligible for the benefits described in this Summary Plan Description.

Effective January 1, 2005, Former SouthTrust Employees who satisfy the eligibility requirements (see the section entitled "Eligibility" under "Long-Term Disability Plan on page 88) shall be eligible to receive the benefits described in this Summary Plan Description. In determining the Former SouthTrust Employees' benefits under the Plan for 2005, the following special rules shall apply.

- A Former SouthTrust Employee's BEC for January 2005 shall be equal to the greatest of the individual's annual salary or annualized hourly wages or annualized draw paid by SouthTrust as of the BEC Measurement Date. Compensation may not be counted twice. For example, salary will not be considered draw in making this determination.

- The BEC Measurement Date shall be December 15, 2004. If a Former SouthTrust Employee was not employed on December 15, 2004, that individual's BEC Measurement Date shall be the Former SouthTrust Employee's date of hire by SouthTrust.

- Hourly wages for Former SouthTrust Employees will be annualized using the participant's hourly wage rate in effect on the BEC Measurement Date and multiplied by the individual's annual number of hours worked as determined by SouthTrust. Former SouthTrust Employees who are regularly scheduled to work less than 20 hours per week are not eligible for LTD benefits.

Draw paid for the month in which the BEC Measurement Date occurs will be annualized by multiplying the draw by 12.

A Former SouthTrust Employee's Rolling 12-Month Amount as of January 2005 will be determined by dividing the Participant's BEC for January 2005 (as computed above) by 12. This amount will be deemed to be the Participant's monthly Earnings for each month from January 1, 2004, to December 31, 2004 (or if the Participant did not work for SouthTrust for all of 2004, the months — partial or whole months — for which the Participant did work for SouthTrust). The Rolling 12-Month Amount as of February 2005 will include these deemed Earnings from February 1, 2004, to December 31, 2004, plus the Participant's actual Earnings for January 2005. This same process will be followed in subsequent months with one month of deemed earnings in 2004 dropping out of the calculation and being replaced with an additional month of actual Earnings received by the Participant.

Transition Rule for Legacy Palmer & Cay Employees

Wachovia acquired Palmer & Cay pursuant to a merger that was consummated in 2005. Following the merger and until December 31, 2005, the former Palmer & Cay employees who were employed by Wachovia after the merger ("Former P & C Employees") remained participants in the long-term disability plan maintained by Palmer & Cay prior to the merger. Accordingly, prior to January 1, 2006, the Former P & C Employees were not eligible for the benefits described in this Summary Plan Description.

Effective January 1, 2006, Former P & C Employees who satisfy the eligibility requirements (see the section entitled "Eligibility" on page 88) are eligible to receive the benefits described in this Summary Plan Description. In determining the Former P & C Employees' benefits under the Plan for 2006, the following special rules apply:

- A Former P & C Employee shall be treated as a New Hire as described in the "Special Rule for Calculating the Rolling 12-Month Amount for New Hires and Rehires" on page 91. As such, the Former P & C Employees' first Month of Participation shall be the Former P & C Employee's BUDA, as modified below.

- The BUDA for a Former Eligible Employee shall be equal to: (1) his or her annualized salary as reflected on the individual's December 15, 2005, payroll check, if the Former P & C Employee is paid on a salaried or hourly basis or (2) his or her draw as reflected on the individual's December 15th payroll check divided by 0.85 if the Former P & C Employee is paid a semi-monthly draw plus quarterly commissions.

Special Rules for Severance Pay
If you are receiving severance pay, you are not eligible to receive benefits under this plan. However, in certain circumstances (as described below), severance pay may be taken into account in computing your BEC.

- **Eligible for the Health and Welfare Benefits Program.** If you are eligible to participate in the Health and Welfare Benefits Program while receiving severance pay, severance benefits paid to you while eligible for such plan shall (on an annualized basis) be substituted for your Comp Rate and used in determining your BEC or Pre-disability Earnings under this plan. Thus, for example, if you received severance pay while eligible for the Health and Welfare Benefits Program and were later rehired, your BEC would reflect severance pay.

- **Not Eligible for the Health and Welfare Benefits Program**. If you are not eligible to participate in the Health and Welfare Benefits Program, any severance paid to you during such period of ineligibility shall not be used in determining BEC under this plan.

Change in Eligibility Status
This paragraph addresses how BEC is computed for you if you move from an ineligible status to an eligible status under this plan.

- If you move from an ineligible status to an eligible status under this plan and become eligible for the first time to participate in the plan, or if during the most recent 12 consecutive calendar months you were ineligible to participate in the plan, your BEC shall be determined as if you were a new hire.

- If you move from an ineligible status to an eligible status under this plan, but you had (within the most recent 12 consecutive calendar months) been eligible to participate in this plan, you will be treated as a rehire; however, the "Special Rule for Calculating the Rolling 12-Month Amount for New Hires and Rehires" (as described on page 91) shall not apply.

When Benefits Begin and End

If approved, LTD benefits are payable after you have been disabled for 26 weeks (130 work days). Generally, STD benefits are paid during this elimination period.

If you have more than one period of disability in a year, it is possible that you may have some unpaid days before LTD benefits begin. For example, suppose you receive STD benefits for two weeks and then you are approved for STD benefits again later in that same year. During the second period of disability, you would receive STD benefits for up to 24 weeks. However, LTD benefits would begin after 26 weeks, leaving a period of two weeks with no benefits.

Your LTD benefits end when:

- You no longer meet the definition of disability;

- You fail to provide information requested by the Plan Administrator that is sufficient to prove continued disability;

- You reach the end of the maximum benefit period;

- You are able to work in your own occupation on a part-time basis (with or without reasonable accommodation or modification), and you are offered such a position by Wachovia, but you choose not to accept it;

- Your monthly earnings from all employment exceed 80 percent of your Pre-disability Earnings from Wachovia;

- You are no longer under the regular attendance of a legally qualified physician;

- You cease to comply with the course of treatment recommended by your physician for the disabling condition;

- You refuse to be examined or evaluated for purposes of determining the continuing nature of your disability;
- Your employment is terminated either by you or by Wachovia; however, if you are receiving disability benefits under the Plan they shall continue after the date you retire, under the terms of the Retirement Plan, provided that you continue to meet the remaining disability benefit criteria under the terms of the Plan;
- Wachovia determines that you are engaging or have engaged in conduct that would result in "termination for cause;" or
- You die.

Benefit Amount

The percentage of your income replaced by LTD benefits depends on whether you are eligible for disability benefits in addition to those provided by Wachovia, as outlined below. The minimum monthly LTD benefit is $100. In no event, however, will the minimum $100 benefit be paid to you if you were overpaid benefits under the STD Plan or were paid for more than 26 weeks under the STD Plan.

With respect to the maximum monthly LTD benefit, your monthly BEC or monthly Pre-disability Earnings may not exceed 1/12 of the dollar limit under Internal Revenue Code Section 505(b)(7). Other limits also may apply.

The LTD Plan pays a monthly benefit equal to the lesser of the following:

- 60 percent of your monthly BEC; or
- 66⅔ percent of your monthly BEC reduced by income you receive from other sources.

The other sources of income that will be taken into account are listed in the LTD Plan and include:

- Payments of any kind from Wachovia or its affiliates, other than benefits from a Wachovia-sponsored supplemental disability plan;
- Payments of any kind from the Wachovia Pension Plan or any payments that you were entitled to receive after you reached normal retirement age under the Wachovia Pension Plan;
- Periodic payments from any other group disability plan;
- Social Security disability benefits, including benefits on account of your dependents;
- Social Security retirement benefits;
- Earnings you receive or earn from any form of employment, other than a Wachovia-approved "book buyout" or similar arrangement (as determined by Wachovia);
- Workers' Compensation benefits, either periodic or lump-sum payments; and
- Other sources as outlined in the LTD Plan.

Eligible compensation in excess of the amount permitted by IRS regulations will not be considered in the calculation of LTD benefits. This compensation limit may be adjusted annually by the IRS.

LTD benefits are subject to applicable federal and state income tax regulations. Federal tax is withheld based on your withholding status (IRS Form W-4P).

If you retroactively receive Social Security benefits and your LTD benefits have not been offset by those benefits, you must pay these

retroactive benefits, usually paid in a lump sum, to Wachovia.

SouthTrust Short-Term Medical Leave Supplement

Employees on SouthTrust Long-Term Disability benefits as of December 31, 2004, will continue to be covered under the terms and conditions of the SouthTrust Long-Term Disability Plan until they return to active employment.

Former SouthTrust employees who are approved for benefits under this Plan with a date of disability between January 1, 2005 and December 31, 2006, will receive base long-term disability income benefits in accordance with the Plan. In addition, if the former SouthTrust employee had accrued more than 130 Sick Days under the SouthTrust Sick Leave Income Continuation policy as of December 31, 2004, the employee may use the Sick Days in excess of 130 (less any Sick Days used in 2005 as described in the "SouthTrust Short-Term Medical Leave Supplement" section of the Short-Term Disability Plan on page 79 or previously used in 2005 or 2006 under this Plan) to receive supplemental long-term disability income benefits under the Plan, at a rate of 40 percent of monthly BEC (but with the benefits not to exceed 100 percent monthly BEC), until the earliest of the date the Sick Days are exhausted, the employee returns to active status, or December 31, 2006.

No additional Sick Days shall accrue after December 31, 2004. Unused Sick Days will not be paid out upon termination for any reason, and all unused Sick Days will be forfeited on January 1, 2007. SouthTrust Sick Days may be used only for a qualifying disability under this Plan or the Wachovia Corporation Short-Term Disability Plan.

Partial Disability

In calculating the 26-week LTD elimination period before LTD benefits can begin, you may include periods during which you are partially disabled. You are partially disabled if you are able to perform one or more, but not all, of the material and substantial duties of your occupation or if you are able to perform one or more, but not all, of the material and substantial duties of your own or any other occupation on a full-time or part-time basis. After you have been receiving disability benefits for 24 months, you are partially disabled if you are able to perform all of the material and substantial duties on your own or any other occupation on a part-time basis.

Return to Work Program

If you are partially disabled, you may be eligible to participate in Wachovia's Return to Work Program and collect disability benefits while you work. To be eligible you must be under the regular care of a qualified physician and follow the recommended course of treatment. (Additional details regarding this program are contained in the STD "Return to Work Program" section on page 81.)

Under the Return to Work Program, LTD benefits will be paid as follows:

- If your monthly earnings from all employment are less than 20 percent of your Pre-disability Earnings from Wachovia, the full LTD benefit will be paid to you.

- If, during the first 12 months of your return to employment of any kind, your monthly earnings from all employment are greater than or equal to 20 percent of your Pre-disability Earnings from Wachovia, but less than or equal to 80 percent of your Pre-disability Earnings from Wachovia, the LTD benefit will continue to be paid. However, if the LTD benefit plus your monthly earnings from all employment would exceed 100 percent of your Pre-disability Earnings from Wachovia, the LTD benefit will be reduced so that the LTD benefit plus your earnings from all employment does not exceed 100 percent of your Pre-disability Earnings from Wachovia.

- After the first 12 months of your return to employment of any kind, if your monthly earnings from all employment are greater than or equal to 20 percent of your Pre-disability Earnings from Wachovia, but less than or equal to 80 percent of your Pre-disability Earnings from Wachovia, the LTD benefit otherwise payable shall be further reduced by 50 percent of your monthly earnings from all employment.

- If your monthly earnings from all employment exceed 80 percent of your Pre-disability Earnings from Wachovia, LTD benefits will end.

If you return to work on a part-time basis while receiving LTD benefits, you will still be considered to be on LTD and you will not be considered an active employee. You will be able to accrue PTO based on the hours you are scheduled to work, according to the Time Away from Work Policy Provisions. See "What Happens When You Become Unable to Work" (beginning on page 105) for more information regarding the impact that receiving LTD benefits will have on your other Wachovia benefits.

Intermittent Chronic Disability

If you suffer from an intermittent chronic disability as defined on page 66 of the STD Summary, you may be entitled to receive LTD benefits after you have been absent from work due to your disability for a total of 26 weeks (130 work days) during any rolling 12-month period.

Duration of Benefits

LTD payments continue until you no longer meet the definition of total disability, you die, or you reach age 65, whichever happens first. However, if you become disabled on or after age 60, LTD benefits may be continued according to the following schedule:

If You Are Disabled At Age...	Duration of Benefits
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or older	12 months

Benefits for Mental Health/ Chemical Dependency

In the case of an approved disability due to mental health/chemical dependency, monthly LTD benefit payments will not exceed 24 months unless you:

- Are confined to a hospital or institution for mental health/chemical dependency at the end of the 24-month period; or

- Continue to be disabled and become confined to a hospital or institution for mental health/chemical dependency at least 14 consecutive days after the 24-month period.

Under these circumstances, your benefits will be discontinued the earlier of:

- 90 days after you are no longer confined to a hospital; or

- On the date your LTD benefits would otherwise end as described on page 94.

If during the 90-day post-confinement recovery period you become reconfined for at least 14 days in a row, benefits will be paid for the

confinement and another recovery period up to 90 more days.

If You Are Disabled Again

If you return to active work after a period of disability for which LTD benefits were paid and become disabled again, your second disability may be considered a separate disability if it is unrelated to your first disability. If your second disability is not related to your first disability and is approved as a separate disability, you must satisfy another 26-week LTD elimination period before LTD benefits begin.

If your second period of disability is related to your first disability, results in more than a 20 percent loss of your Pre-disability Earnings from Wachovia, and occurs within six months after your return to work at Wachovia, the subsequent disability will be considered a continuation of your prior disability and LTD benefits will resume.

Applying for Benefits

An approved STD benefit does not automatically qualify you for LTD benefits. Liberty will continuously monitor your condition throughout the disability period. After the fourth month of an approved disability (whether paid or unpaid), you will receive information from Liberty about transitioning your claim to LTD. Your LTD claim must be approved by Liberty to qualify for LTD benefits.

Notice and Proof of Claim

Notice

- You must provide notice of claim to the Plan Administrator, or the Claims Administrator acting as agent of the Plan Administrator, within 60 calendar days of the date of the loss on which your claim is based, or as soon thereafter as it is reasonably possible to do. Such notice of claim must be received in a form satisfactory to the Claims Administrator.

- If applicable, when the Claims Administrator has received the written notice of claim, the Claims Administrator will send you claim forms. If the forms are not received within 15 days after written notice of claim is sent, you may send to the Claims Administrator written proof of claim without waiting for the form.

- If you are not able to submit notice of claim, notice may be submitted by your representative (including a member of your family), Wachovia or your physician.

Proof

- You must provide proof of claim to the Plan Administrator, or the Claims Administrator acting as agent of the Plan Administrator, no later than 60 calendar days after the end of the elimination period (26 weeks or 130 work days for LTD benefits). For this purpose, "proof" means (a) the evidence in support of a claim for benefits in a form satisfactory to the Claims Administrator, (b) an attending physician's statement in a form satisfactory to the Claims Administrator, completed and verified by your attending physician, and (c) provision by the attending physician of standard diagnosis, chart notes, lab findings, test results, x-rays, and/or other forms of objective medical evidence that may be required by the Claims Administrator in support of a claim for benefits. Notwithstanding the foregoing, the Claims Administrator also may consider other evidence of a claimed disability, including, but not limited to, evidence discovered or otherwise developed by the Claims Administrator.

- Failure to furnish such proof within such time will not invalidate or reduce any claim if it was not reasonably possible to furnish such proof within such time. You must furnish such proof as soon as reasonably possible, but in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required, and the Claims Administrator is able to certify the period of disability.

- You must provide proof of continued disability and regular attendance of a physician to the Claims Administrator within 60 calendar days of the request for the proof.

Exclusions

No LTD benefits will be paid in connection with any disability due to:

- A pre-existing condition which causes or contributes to a disability if such a Disability or Partial Disability begins in the first 12 months after your commencement of participation. For purposes of this exclusion, a "Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which you are diagnosed or received treatment within three months prior to your commencement of participation and "Treatment" means consulting, receiving care or services provided by or under the direction of a Physician, including diagnostic measures, being prescribed drugs and/or medicines (whether you choose to take them or not), and taking drugs and/or medicines. This provision applies to eligible employees hired on or after January 1, 2006;

- War, declared or undeclared, or any act of war;

- Intentionally self-inflicted injuries, while sane or insane;

- Active participation in a riot; or

- Your committing or attempting to commit an indictable offense or criminal act, whether or not you know the action constitutes an indictable offense or criminal act.

Right of Recovery

If there is an overpayment of benefits for any reason, including overpayment due to fraud or claims paid in error, you must reimburse the plan within 60 days of notice of such overpayment. If you do not make repayment, your future benefit payments may be reduced until the overpayment is recovered. In addition, the Plan, or the Claims Administrator acting on behalf of the Plan, has the right to seek recovery directly from you or your estate.

If you receive benefits under the Plan as the result of the act of a third party (person or entity), you may receive payment of such benefits according to the terms of the Plan; however, you will be required to refund to the Plan any benefits received if you recover from any other party as a result of the act. Any monies recovered must be held in constructive trust and repaid to the Plan. Before receiving payment from the Plan, you may be required to:

- Execute an agreement provided by the Claims Administrator acknowledging the Plan's right of recovery, agreeing to repay any claims paid by the Plan, pledging amounts recovered by you from the third party as security for repayment of any claims paid by the Plan, and, to the extent provided at the left, assigning your reason for action or other right of recovery to the Plan;

- Provide this information as the Claims Administrator may request;

- Notify the Claims Administrator in writing by copy of the complaint or other pleading of the start of any action by you to recover damages from a third party; and

- Agree to notify the Claims Administrator of any recovery.

The Plan's right to recover its prior payments is not subject to reduction for attorneys' fees or other expenses of recovery, and it will apply to the entire proceeds of any recovery by you, whether by judgment, settlement, arbitration award or otherwise, and it will not be limited by any characterization of the nature or purpose of the amounts recovered or by the identity of the party from which recovery is obtained. Furthermore, the Plan's right to recovery will not be limited by application of any common

law "make-whole" doctrine (i.e., the Plan has the right to first reimbursement out of any recovery, even if the participant is not fully compensated by the third-party recovery for his or her damages).

The Plan will have a lien against the proceeds of any recovery by the covered person and against future benefits due under the Plan in the amount of any benefits paid. The lien will attach as soon as any person or entity agrees to pay any money to or on behalf of any covered person that is subject to the Plan's right of recovery. If you fail to repay the Plan from the proceeds of any recovery, the Plan Administrator may satisfy the lien by deducting the amount from future claims otherwise payable under the Plan.

If you fail to take action against a responsible third party to recover damages within one year or within 30 days of a request by the Plan, the Plan will be deemed to have acquired, by assignment or subrogation, a portion of your claim equal to its prior payments. The Plan may thereafter start proceedings directly against any responsible third party. The Plan will not be deemed to waive its rights to begin action against a third party if it fails to act after expiration of one year, nor will the Plan's failure to act be deemed a waiver or discharge of the lien described above. You must cooperate fully with the Plan in asserting claims against a responsible third party and such cooperation will include, where requested, the filing of a suit by you against a responsible third party and the giving of testimony in any action filed by the Plan. If you fail or refuse to cooperate in connection with the assertion of claims against a responsible third party, the Plan Administrator may deny future benefits.

Administrative Information for Long-Term Disability

This section contains information about the funding and administration of the Long-Term Disability (LTD) Plan as well as certain rights you have as a plan participant. Although you may not need this information on a day-to-day basis, you should read through this section. It is important for you to understand your rights, the procedures you need to follow, and the contacts you may need in certain situations.

Participation in the LTD Plan does not give you any right to continued employment with Wachovia.

Plan Sponsor and Administrator

Wachovia Corporation is the sponsor of the LTD Plan. The LTD Plan is administered by Wachovia's Benefits Committee. The members of the committee are officers of Wachovia. The members are appointed by the Board of Directors of Wachovia Corporation and serve without compensation. The committee has delegated to Human Resources the responsibility in its sole discretion to administer and interpret the terms of the LTD Plan, to determine and decide all questions of eligibility for entitlement to plan benefits, and to resolve all interpretive, equitable and other questions that arise in the operation and administration of the plan, and its decisions on these matters are conclusive. Any interpretation or determination made pursuant to this discretionary authority shall be subject to limited judicial review, unless it is shown that the interpretation or determination was an abuse of discretion (i.e., arbitrary and capricious).

Employer Identification Number

The employer identification number assigned to Wachovia Corporation by the Internal Revenue Service is 56-0898180.

Employer Address

Wachovia Corporation
Two Wachovia Center, T-4
301 South Tryon Street
Charlotte, NC 28288-0960

Plan Year

The plan year for the LTD Plan is the calendar year — January 1st through December 31st.

Plan Documents
This Summary Plan Description summarizes the key features of the LTD Plan and applies to eligible employees of Wachovia. Complete details of the Plan can be found in the official plan document that legally governs the operation of the plan. All statements made in this Summary Plan Description are subject to the provisions and terms of the plan document. In the event of a conflict between the official plan document and the Summary Plan Description, the plan document is controlling.

Claiming Benefits

You or your beneficiary must file the appropriate forms, if applicable, to receive any benefits or to take any other action under the LTD Plan, as described in this Summary Plan Description.

Claims under the LTD Plan are administered by Liberty Life Assurance Company. Claims information should be sent to Liberty Life Assurance Company at the following address:

Liberty Life Assurance Company of Boston
P.O. Box 242484
Charlotte, NC 28224-2484

Appealing a Denied Claim
If a disability benefit claim, or any part of it, is denied, you or your beneficiary must be notified within 45 days after the Claims Administrator receives the claim. If special circumstances require an extension of time for processing the initial claim, a notice of the extension and the reason for the extension will be furnished to you before the end of the initial 45-day period. If needed, the first extension will be for a period of 30 days. If, prior to the end of the first 30-day extension period, the Claims Administrator determines that a decision cannot be rendered within that extension period for reasons beyond the Claims Administrator's control, the determination period may be extended for up to an additional 30 days (for a maximum claim determination period of 105 days). If the reason for the extension(s) is that you have not provided all of the information necessary to make a determination, the notice will indicate what information is necessary and you will be given 45 days to obtain such information. During that period, the Claims Administrator's time period for making a determination is stopped until the earlier of the date that you submit the required information or 45 days after notice of the extension is provided.

If the Claims Administrator denies all or part of your disability claim, you or your beneficiary will be notified. This notice will include:

- Specific reasons why the claim was denied;
- Specific references to the provisions of the plan document or other pertinent records or papers, and information regarding where you may see them;
- Descriptions of any additional material or information that must be supplied in order to satisfy the claim requirements, along with an explanation of why such material or information is necessary;
- How to appeal for reconsideration of the Claims Administrator's decision, including a statement indicating your right to file suit under ERISA Section 502 following a denial of your claim on appeal;
- A statement indicating that any internal rule, guideline, protocol or other similar criteria that was relied upon in making the determination will be provided free of charge upon request; and
- If the decision was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, or a statement that such explanation will be provided free of charge upon request.

If you receive a notice that your disability claim has been denied, you may request to see any of

the documents pertinent to the denial. You also may request, in writing, that the Claims Administrator review the denial (first level of appeal). However, your request must be made within 180 days of the date the notice is received by the claimant. When requesting this review, you also may submit to the Claims Administrator, in writing, any information or comments pertinent to the review.

The review process does not permit you, your beneficiary or authorized representative to appear in person before, or meet with, the Claims Administrator.

The Claims Administrator must review the claim as expeditiously as possible and also must give due consideration to any information or comments submitted in writing by, or on behalf of, you. In reviewing a claim, the Claims Administrator will reach a decision within 45 days if reasonably possible.

If, for reasons beyond the control of the Claims Administrator, a decision cannot be made within 45 days, the Claims Administrator will provide notice to you of the need for the extension, the reason for the extension, and when a decision is expected to be made. If an extension is requested, the Claims Administrator will make a decision as soon as possible but no later than 45 days after the notice of the extension is sent. If the reason for the extension is that you have not provided all of the information necessary to make a determination, the notice will indicate what information is necessary, and you will be given 45 days from the date the notice is sent to obtain such information. During that period, the Claims Administrator's time period for making a determination is suspended until the earlier of the date that you submit the required information or 45 days after notice of the extension is sent to the claimant. If the Claims Administrator denies all or part of your disability claim, you or your beneficiary will be notified. This notice will include:

- Specific reasons why the claim was denied;
- Specific reference to the provisions of the plan document or other pertinent records or papers, and information regarding where you may see them;
- Descriptions of any additional material or information that must be supplied in order to satisfy the claim requirements, along with an explanation of why such material or information is necessary;
- How to appeal for reconsideration of the Claims Administrator's decision, including a statement indicating your right to file suit under ERISA Section 502 following a denial of your claim on appeal;
- A statement indicating that any internal rule, guideline, protocol or other similar criteria that was relied upon in making the determination will be provided free of charge upon request; and
- If the decision was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, or a statement that such explanation will be provided free of charge upon request.

If you receive a notice from the Claims Administrator that your disability claim has been denied, you may request to see the documents relevant to the denial. You also may request, in writing, that the Plan Administrator review the denial (second level of appeal). However, your request must be made within 60 days of the date that the most recent denial from the Claims Administrator was received. When requesting this review, you also may submit to the Plan Administrator, in writing, any information or comments pertinent to the review.

The review process does not permit you, your beneficiary or authorized representative to appear in person before, or meet with, the Plan Administrator.

The Plan Administrator must review the claim as expeditiously as possible and also must give due consideration to any information or comments submitted in writing by, or on behalf of, you. The Plan Administrator will reach a decision within 45 days, if reasonably possible.

If, for reasons beyond the control of the Plan Administrator, a decision cannot be made within 45 days, the Plan Administrator will provide notice to you of the need for the extension, the reason for the extension, and when a decision is expected to be made. If an extension is requested, the Plan Administrator will make a decision as soon as possible but no later than 45 days after notice of the extension is sent to you. If the reason for the extension is that you have not provided all of the information necessary to make a determination, the notice will indicate what information is necessary, and you will be given 45 days from the date the notice is sent to provide the additional information. In addition, the Plan Administrator's time period for making a determination is stopped until the earlier of the date that you submit the required information or 45 days after notice of the extension is sent.

If the Plan Administrator denies all or a part of your disability claim, you or your beneficiary will be notified. This notice will include:

- Specific reason(s) why the claim was denied;
- Specific reference to the provisions of the plan document or other pertinent records or papers, and information regarding where you may see them and that you may request them free of charge;
- A statement indicating that the internal rule, guideline, protocol or other similar criteria that was relied upon in making the determination will be provided free of charge upon request;
- A statement indicating your right to file suit under ERISA Section 502(a);
- If the decision was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, or a statement that such explanation will be provided free of charge upon request; and
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.

Please note: You cannot file suit until you have exhausted the mandatory appeal procedures established by this plan.

Funding of the Long-Term Disability Plan

The Wachovia LTD Plan is "self-insured." "Self-insured" means that the total cost of benefits and administration is actually paid by Wachovia either directly or through trusts, which are established exclusively for plan purposes. In such cases, there are no insurance contracts for the plan and the Claims Administrator functions as a plan service provider, for a fee, and not as an insurer.

Legal Action

No legal action for a claim can be made before you have exhausted the plan's administrative remedies. You or your authorized representative cannot start any legal action pertaining to a claim more than one year after the time proof of claim is required under the plan's claims procedures.

Agent for Service of Legal Process

The agent for service of legal process is the Wachovia Benefits Committee. Legal process also may be made upon the Trustee of the plan.

All correspondence should be directed to Wachovia at the following addresses:

Interoffice Address
Human Resources
Charlotte, NC 0960

Street Address
Human Resources
Two Wachovia Center, T-4
301 South Tryon Street
Charlotte, NC 28288-0960

Plan Termination and Amendment

Wachovia reserves the right to terminate the LTD Plan, in whole or in part, without notice and for any reason. Wachovia also reserves the right to amend the plan at any time.

Wachovia also may increase or decrease its contributions or your required contributions to the plan.

Wachovia's decision to terminate or amend the plan may be due to changes in federal or state laws governing welfare benefits, the requirements of the Internal Revenue Code or ERISA, or any other reason. A plan change may transfer plan assets and debts to another plan or split a plan into two or more parts. If Wachovia does terminate or amend the plan, it may decide to set up a different plan providing similar or identical benefits.

If the LTD Plan is terminated, you will not have any further rights, other than the payment of benefits for covered losses or expenses incurred before the plan was terminated. The amount and form of any final benefit you or your beneficiary receives will depend on any contract provisions affecting the plan and Wachovia's decision.

Additional Plan Information

The official plan name, plan type, plan number, and claims administration information for the LTD Plan is:

Plan Name:	Wachovia Corporation Long-Term Disability Plan
Plan Type:	Welfare Plan
Plan Number:	502
Claims Administrator:	Liberty Life Assurance Company of Boston P.O. Box 242484 Charlotte, NC 28224-2484
Plan Trustee:	Capital Management Group Wachovia Bank, National Association 401 South Tryon Street, TH-14 Charlotte, NC 28288-1156

Your Rights Under ERISA

As a participant in the Wachovia LTD Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine without charge at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operations of the plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the

people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of the documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

What Happens When You Become Unable to Work

Notify your supervisor or manager at least 30 minutes before your scheduled start time if you will be unable to work on a given day and let him or her know how long you will be out.

Contact Liberty Life Assurance Company of Boston ("Liberty"), a member of the Liberty Mutual Group, at 800-853-7108 to file a claim for short-term disability (STD) benefits if you expect to be absent from work for eight or more consecutive calendar days.

To request a leave, you will need to contact the Wachovia HR Service Center Leaves Team at 800-377-9220. If your leave is covered under the Family and Medical Leave Act (FMLA), you may be required to provide additional documentation. For information about your rights under FMLA, visit the "FMLA" section under "Policies and Programs" in HR Online.

Remain in contact with your supervisor or manager during your absence to keep him or her updated about your condition. Contact Liberty for long-term disability (LTD) benefits if your disability is expected to continue for more than 26 weeks (130 work days). After the fourth month of an approved disability, Liberty will send you information on transitioning your claim into LTD. Your LTD claim must be approved by Liberty to qualify for LTD benefits.

If you are unable to work due to a work-related injury, see the "Workers' Compensation" section under "Policies and Programs" in HR Online for additional information and steps to take.

What Happens to Your Pay

Absences of Seven Consecutive Calendar Days or Less

If you are unable to work for up to seven consecutive calendar days, you will use paid time off (PTO) days for your absence. You will be paid your normal rate of pay for the PTO days you use. If you are absent for more days than are in your PTO bank, the time not covered by the PTO bank will be unpaid.

Absences of Eight or More Consecutive Calendar Days

If you are unable to work for eight or more consecutive calendar days because of an illness or injury and you are under a physician's care, you may qualify for STD benefits. If your STD claim is approved by Liberty, your absence will be charged to STD, not PTO. While you are on approved medical leave, you may be paid either 100 percent or 60 percent of your monthly BEC. Refer to page 64 to see how your STD benefit will be determined. If your STD claim is denied, you may choose to use your available PTO days or take the absence unpaid.

Absences of More than 26 Weeks (130 Consecutive Work Days)

If you are totally disabled for more than 26 weeks, you may qualify for LTD benefits. If approved, the LTD Plan will continue your income at either 60 percent of your monthly BEC or 66⅔ percent of your base monthly BEC reduced by income you receive from other sources for as long as you are disabled (according to the definition on page 89), you die, or until you reach age 65, whichever happens first. (If your disability begins after age 60, LTD benefits will be paid according to the schedule on page 97). If your LTD claim is denied, you will be placed on an unpaid medical leave of absence. Please refer to "What Happens When…" within the appropriate Health & Welfare benefits sections, regarding how benefits are handled during an unpaid medical leave.

What Happens to Your Benefits When You Are on an Approved Medical Leave

Benefits under the Health and Welfare Plan will continue for a maximum of six months from the date your leave begins.

What Happens to Your Benefits When You Are Receiving LTD Benefits

Medical, Dental and Vision

If you are a participant in the Medical Program, Dental Program and/or Vision Plan when your benefits under the Wachovia Corporation Long-Term Disability Plan begin, your coverage under these programs will continue as long as you timely make payments for coverage. If you fail to make a payment for coverage by the applicable deadline, your coverage under the Medical Program, Dental Program and/or Vision Plan will be canceled as of the last day of the month for which payment was timely received. Once coverage is cancelled for nonpayment, it

cannot be reinstated in the future unless (1) your request to reinstate coverage to the Wachovia Health and Welfare Benefits Claims Committee is approved, or (2) you become an active employee and meet applicable eligibility requirements for coverage. Requests to reinstate coverage should be made in writing to the Wachovia Health and Welfare Benefits Claims Committee at the following address:

Wachovia Health and Welfare Benefits
Claims Committee
c/o Benefits Assistance Team
301 South Tryon Street, T-4
NC0960
Charlotte, NC 28288-0960

Fax Number: 1-704-383-1550

Please see the Summary Plan Descriptions for the Medical Program, Dental Program and Vision Plan for additional information about the Wachovia Health and Welfare Benefits Claims Committee.

You may drop coverage under these programs during annual enrollment. However, if you drop your medical, dental or vision coverage, you will not be permitted to re-enroll in that program or plan while on LTD unless you timely notify the Wachovia HR Service Center of a qualified status change event that permits you to add coverage. Please see the Summary Plan Descriptions for the Medical Program, Dental Program and Vision Plan for additional information about qualified status change events.

If you are denied coverage under the Wachovia Corporation Long-Term Disability Plan, medical, dental and vision coverage will end on the last day of the month in which the denial of LTD benefits occurs. If you have medical, dental and vision coverage, you will be eligible to continue this coverage after the denial by electing COBRA. You must elect COBRA coverage if you want to continue medical, dental and vision benefits after LTD benefits are denied (and while you are appealing the denial). If you appeal the denial and LTD benefits are approved or reinstated on appeal, then you will be responsible for the LTD premium rates to continue coverage during the appeal, not the COBRA premium rates to continue coverage. Amounts you paid for coverage at the COBRA premium rates during the appeal will be applied to the cost of coverage at the LTD premium rates during appeal. Any excess you paid for coverage during your appeal will be used to offset future payments for coverage at the LTD premium rates.

Employee Assistance Plan
Coverage under the Employee Assistance Plan will continue at no additional cost to you while you receive benefits under the Wachovia Corporation Long-Term Disability Plan. Please see the Summary Plan Description for the Employee Assistance Plan for more details.

Wachovia Healthy Connections[SM]
All the *Wachovia Healthy Connections* services are available at no additional charge to employees on leave who have elected to continue coverage through a Wachovia medical option. The program also is available to covered spouses/domestic partners and/or dependents of these participants.

The CareWise Nurse Phoneline is available to all benefits-eligible employees on a leave of absence, regardless of whether the eligible individual is a participant in Wachovia's Medical Program.

Please see the Summary Plan Description for *Wachovia Healthy Connections* for additional details.

Basic Term Life Insurance
Coverage will be continued at no cost to you.

Supplemental Term Life Insurance
If you have elected Supplement Term Life Insurance coverage and it is in effect when your long-term disability benefits under the Wachovia

Corporation Long-Term Disability Plan begin, your coverage will continue as long as you timely make payments for coverage. If you fail to make a payment for coverage by the applicable deadline, your coverage under the Supplemental Term Life Insurance Program will be canceled as of the last day of the month for which payment was timely received.

Once coverage is cancelled for nonpayment, it cannot be reinstated in the future unless (1) your request to reinstate coverage to the Wachovia Health and Welfare Benefits Claims Committee is approved or (2) you become an active employee and meet applicable eligibility requirements for coverage. Requests to reinstate coverage should be made in writing to the Wachovia Health and Welfare Benefits Claims Committee at the following address:

Wachovia Health and Welfare Benefits
Claims Committee
c/o Benefits Assistance Team
301 South Tryon Street, T-4
NC0960
Charlotte, NC 28288-0960

Fax Number: 1-704-383-1550

Please see the Summary Plan Descriptions for the Life Insurance Program for additional information about the Wachovia Health and Welfare Benefits Claims Committee.

You may drop coverage under the Supplemental Term Life Insurance Program during annual enrollment. However, if you drop your Supplemental Term Life Insurance Program coverage, you will not be permitted to re-enroll in that program while on LTD.

Dependent Term Life Insurance

If you have elected Dependent Term Life Insurance coverage and it is in effect when your long-term disability benefits under the Wachovia Corporation Long-Term Disability Plan begin, your coverage will continue as long as you timely make payments for coverage. If you fail to make a payment for coverage by the applicable deadline, your coverage under the Dependent Term Life Insurance Program will be canceled as of the last day of the month for which payment was timely received.

Once coverage is canceled for nonpayment, it cannot be reinstated in the future unless (1) your request to reinstate coverage to the Wachovia Health and Welfare Benefits Claims Committee is approved or (2) you become an active employee and meet applicable eligibility requirements for coverage. Requests to reinstate coverage should be made in writing to the Wachovia Health and Welfare Benefits Claims Committee at the following address:

Wachovia Health and Welfare Benefits
Claims Committee
c/o Benefits Assistance Team
301 South Tryon Street, T-4
NC0960
Charlotte, NC 28288-0960

Fax Number: 1-704-383-1550

Please see the Summary Plan Descriptions for the Life Insurance Program for additional information about the Wachovia Health and Welfare Benefits Claims Committee.

You may drop or decrease coverage under the Dependent Term Life Insurance Program during annual enrollment. However, if you decrease or drop your dependent term life insurance coverage, you will not be permitted to increase coverage or re-enroll in that program until the next annual enrollment period unless you timely notify the Wachovia HR Service Center of a qualified status change event that permits you to increase or add coverage. Please see the Summary Plan Description for the Life Insurance Program for additional information about qualified status change events. Under these circumstances, coverage for your spouse/domestic partner may be subject to evidence of insurability requirements.

Personal Accident Insurance
Personal accident insurance coverage terminates on the last day of the month in which your STD benefits end. You may convert your coverage to an individual policy by calling the Wachovia HR Service Center.

Legal Services Plan
Legal services coverage terminates on the last day of the month in which your STD benefits end. You may convert your legal services coverage to an individual policy by calling ARAG Group at 800-247-4184 within 31 days after the date your coverage ends.

Universal Life Insurance
You may continue your Universal Life Insurance coverage once your STD benefits end and your premium deductions from your paycheck cease. UnumProvident will automatically send you information on how to set up direct billing. Universal Life is portable; therefore, ported rates are the same as the rates paid while you're actively at work. Coverage will continue as long as you make the required premium payments.

Long-Term Care Insurance
You may continue your Long-Term Care Insurance coverage once your STD benefits end and your premium deductions from your paycheck cease. Metropolitan Life will automatically send you information on how to set up direct billing. Long-Term Care is portable; therefore, ported rates are the same as the rates paid while you're actively at work. Coverage will continue as long as you make the required premium payments.

Spending Accounts
Health Care Spending Account participation terminates on the last day of the month in which your STD benefits end, unless you elect to continue contributions for the rest of the year on an after-tax basis through COBRA. If you do not elect COBRA, expenses incurred after you stop contributing to the Health Care Spending Account are not eligible for reimbursement. If you elect COBRA, you may request reimbursement of healthcare expenses incurred before the last day of the month in which you make your last contribution to the Health Care Spending Account. Please refer to the Health Care Spending Account Summary Plan Description for additional details about reimbursements from this account.

Contributions to the **Dependent Care Spending Account** end on the last day of the month in which your STD benefits end. You may request reimbursement of dependent care expenses incurred before the last day of the month in which your STD benefits end. Dependent care expenses incurred after the last day of the month in which your STD benefits end and before December 31st are eligible for reimbursement if they were incurred while you were employed or seeking employment. Please see the Dependent Care Spending Account Summary for additional details about reimbursements from this account.

Contributions to the **Parking Spending Account** end on the last day of the month in which your STD benefits end. You may request reimbursement of parking expenses incurred before the last day of the month in which your STD benefits end. However, only parking expenses incurred so that you can come to work are eligible for reimbursement from the Parking Spending Account. Please note that you may stop contributions to the Parking Spending Account at any time. Please see the Summary Plan Description for the Transportation Spending Account for additional details about reimbursements from this account.

Contributions to the **Mass Transit/Vanpool Spending Account** terminate on the last day of the month in which your STD benefits end. Your SmartFlex™ card will be deactivated when you are not making contributions to the Mass Transit/Vanpool Spending Account. In addition, you may only use your SmartFlex™ card to pay for mass transit and vanpool expenses incurred so that you can come to work. You may only use

vouchers and passes ordered online through Wired Commute in order to come to work. Please note that you may stop contributions to the Mass Transit/Vanpool Spending Account at any time. Please see the Summary Plan Description for the Transportation Spending Account for additional details about reimbursements from this account.

Savings Plan
Contributions to the Wachovia Savings Plan Account end when you become an LTD participant. If you've contributed to the Wachovia Savings Plan, you may be paid the full value of your Savings Plan account upon your approval for LTD, or you may leave your account invested in the plan. For more information, or to request a final distribution, please contact the Wachovia HR Service Center at 800-377-9220.

Pension Plan
You will continue to accrue credit for the Pension Plan while you are receiving LTD benefits.

Appendix A

Eligible Functional Incentive Pay shall include the following:

	Earnings Code	Start Date
A4	CBG FUMC Com Mort Sales Inct	01-Jan-01
AC3	CMKG Equity Commissions Supp	01-Jan-01
AC4	CMKG Equity Commissions Supp	01-Jan-01
AS	CMG FUBS Reg Reps Sales Inct	01-Jan-01
BA	CMG Personal Inv Couns Inct	01-Jan-01
BA7	Key Contributor (FUBS accrual account)	01-Jan-01
BA8	Key Contributor (FUBS accrual account)	01-Jan-01
BA9	Key Contributor (FUBS expense account)	01-Jan-01
BE2	Everen Commissions Plan	01-Jan-01
BE3	Everen Guarantee	01-Jan-01
BE5	Everen Trainee Pay	01-Jan-01
BE6	Everen Enhanced Payout	01-Jan-01
BE7	Everen Giveaway	01-Jan-01
BE8	Elective LookBack Bonus (BE8*)	01-Jan-01
BEC	Everen Recruiting Bonus	01-Jan-01
BED	Growth Bonus	01-Jan-01
BEE	Everen Profitability Bonus	01-Jan-01
DF	Wholesale/Correspondent Acct Exec Plan	01-Jan-01
DRW	Draw Earnings (DRW*)	01-Jan-01
KAB	FinConsult	01-Jan-01
KCR	Direct Roll-over from Key Contributor	01-Jan-01
KK	CMG Insurance Spec Incentive	01-Jan-01
SIE	Deferral of Monthly/Qtrly Incentives	01-Jan-01
SSE	Deferral of Monthly/Qtrly Incentives	01-Jan-01
UA1	CMG Wheat Spy Bonus	01-Jan-01
UC1	Profit Formula Earnings	01-Jan-01
UC2	Profit Formula Earnings	01-Jan-01
UL1	Commission A/Rate (UL1*)	01-Jan-01
UL2	Commission S/Rate (UL2*)	01-Jan-01
UN1	Retail Recruiting Bonus A/Rate	01-Jan-01
UR1	Finders Fees/Spec Bonus Pmts	01-Jan-01
UR2	Finders Fee/Spec Bonus Pmt	01-Jan-01
UT1	CMG Wheat Mgr Ovr A/Rate	01-Jan-01
UT2	CMG Wheat Mgr Ovr S/Rate	01-Jan-01
UXR	Direct Roll-over from Key Contributor	01-Jan-01
UX3	Key Contributor (Securities expense acct)	01-Jan-01
UX4	Key Contributor (Securities expense acct)	01-Jan-01
ET	WM FSO Commission	01-June-01
GH5	CMG - Worksite Comml IS	01-June-01
UCC	Defpayout - Broker Vol. Plan ISG	31-July-01
UCA	DefRoll - Broker Vol. Plan ISG	31-July-01
UAV	Deferral - Broker Vol. Plan PCG	31-July-01

	Earnings Code	Start Date
USV	Deferral - Broker Vol. Plan PCG	31-July-01
UBV	Defpayout - Broker Vol. Plan PCG	31-July-01
URB	DefRoll - Broker Vol. Plan PCG	31-July-01
BBF	CMG Corp/Inst Tr Sales ITS	01-Nov-01
BBH	CMG Corp/Inst Tr Sls SF	01-Nov-01
ASC	Atlantic Savings Comm	01-Jan-02
BMT	Brnch Man Profit Bon 401k Elig	01-Jan-02
HCO	Commission 401k Elig	01-Jan-02
BBG	CMG Corp/Inst Tr Sales Corp Tr	01-Jan-03
CMW	WM Insurance Advisor Commission - A	01-July-02
FN1	Commissions BEC Annualized	15-Nov-02
FN2	Commissions BEC Supplemental	15-Nov-02
CMV	WM Comm Plan Insur Advisor – S	20-Mar-03
WCM	WIS Commission – Monthly Pay	10-Dec-03
WDS	WIS Draw – Semi-monthly Pay	10-Dec-03
031	Style of Business FAIT (031*)	01- Jan-04
032	Commissions (032*)	01-Jan-04
034	Managers Forgivable Adj.	01-Jan-04
037	Managers Step Down	01-Jan-04
RSB	Managers Step Down Forgivable Draw	01-Jan-04
039	Referral Back End Bonus – Non AL	01-Jan-04
041	FAIT Training Gty (Type - L)	01-Jan-04
042	FAIT Training GTY (Type – N)	01-Jan-04
050	FAIT Guarantee Adj.– K (050*)	01-Jan-04
051	Managers Forgivable Draw	01-Jan-04
052	Asst Mgrs Forgivable Draw	01-Jan-04
053	AE – FA Guarantee	01-Jan-04
066	Finders Fee	01-Jan-04
06W	FACDP 2001 Cash Bonus Award	01-Jan-04
092	Draw (092*)	01-Jan-04
093	Guarantee Draw (093*)	01-Jan-04
094	Commissions ADJ (094*)	01-Jan-04
095	FACDP Draw (095*)	01-Jan-04
0PC	Pre-Paid Commissions (OPC*)	01-Jan-04
0SB	Back End Bonus	01-Jan-04
399	Deficit Recoup (399*)	01-Jan-04
459	Referral Reward	01-Jan-04
469	FAIT Referral Reward	01-Jan-04
BM3	2003 Branch Manager Cash	01-Jan-04
BMF	BM Front-End Bonus 99+	01-Jan-04
FSB	FA Backend Bonus 99+	01-Jan-04
WSP	PCGUnmatchSupplmentTopHatDefer	15-Jan-04
MAD	PSImatchedAnnualizeTopHatDefer	15-Jan-04
UAD	PSIUnmatchAnnualizeTopHatDefer	15-Jan-04
WAI	ISGUnmatchAnnualizeTopHatDefer	15-Jan-04
WSI	ISGUnmatchSupplmentTopHatDefer	15-Jan-04

	Earnings Code	Start Date
NSD	PSImatchSupplmentNonTopHatDefr	15-Jan-04
MSD	PSImatchedSupplmentTopHatDefer	15-Jan-04
USD	PSIUnmatchedSupplmentTopHatDefer	15-Jan-04
WAP	PCGUnmatchAnnualizeTopHatDefer	15-Jan-04
NAD	PSImatchAnnualizNonTopHatDefer	15-Jan-04
ISC	CMG Instit Sales Comm (Qrtly)	15-Jan-04
FCG	CMG PSI FC Giveaway	1-Jul-04
WCQ	WIS Quarterly Commission	1-Jul-04
MO1	Producing Manager	1-Jan-05
STZ	South Trust Commission	1-Jan-05
PED	EDP AnnDeferralAnnualBEC PA	1-Jan-05
PRD	EDP AnnDeferralSupplemBEC PA	1-Jan-05
PBD	EDPMthDeferralAnnualBEC PA	1-Jan-05
PFD	EDPMthDeferralSupplemBEC PA	1-Jan-05
PDD	EDPQtrDeferralAnnualBEC PA	1-Jan-05
PPD	EDPQtrDeferralSupplemBEC PA	1-Jan-05
PLD	EDPSemiAnnualDeferralBEC PA	1-Jan-05
PUD	EDPSemiAnnualDeferralSuppleBECPA	1-Jan-05
BOE	EDPMthDeferralAnnualBEC	1-Jan-05
BME	EDPMthDeferralSupplemBEC	1-Jan-05
BIE	EDPAnnDeferralAnnualBEC	1-Jan-05
BSE	EDPAnnDeferralSupplemBEC	1-Jan-05
BZE	EDPQtrDeferralAnnualBEC	1-Jan-05
BQE	EDPQtrDeferralSupplemBEC	1-Jan-05
WPO	ISGVolDeferralAnnualizedPA	1-Jan-05
WPS	ISGVolDeferralSupplementalPA	1-Jan-05
WSS	ISGVolDeferralSupplemental	1-Jan-05
WSA	ISGVolDeferralAnnualized	1-Jan-05
PEQ	ISGNonTHVolDeferralRollfwdTaxPA	1-Jan-05
VSP	PCGVolDeferralAnnualizedPA	1-Jan-05
VSR	PCGVolDeferralSupplementalPA	1-Jan-05
VSA	PCGVolDeferralAnnualized	1-Jan-05
VSS	PCGVolDeferralSupplemental	1-Jan-05